

Proposal / Agreement

1431 Ewing Street
Los Angeles, CA 90026

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August 27th, 2020

To: **Erik Seidenglanz & Elish Seidenglanz**
1410 W Ewing Street
Los Angeles, CA 90026

Erik Mobile: 213 285 7851
Elish Mobile: 213 285 7851

Erik Email: studio@playplayplay.org

Re: **Design and construction document package including floor plans, exterior elevations, building sections and Details.**

Project Address: 1410 W Ewing Street
Los Angeles, CA 90026

INTENT AND SCOPE OF WORK

Martin Roy Mervel AIA, for and on behalf of Studio D+R. (collectively, "Architect"), is pleased to present you, henceforth referred to as the "Owner," with this proposal and agreement to provide architectural services to conduct a site visit and prepare a report to assist a legal documentation for the owner's attorney Peter Gordon. Design services will be assessed on a comprehensive as needed basis with addendums to this agreement.

As part of the services rendered, the Architect shall design and develop drawings necessary or desirable for the completion of the required work set forth above. Architect's services will include planning and zoning code research and measuring up and preparing a complete set of coordinated as built and design drawings as well as complete construction documents sufficient to file and obtain your general building permit.

The Architect represents and warrants that the services will be provided in a timely and workmanlike manner, consistent with the highest standards of the architectural profession. Architect will work with you to maximize the efficiency of your budget and time schedule.

I FEE

1. The Design Fee for the above services shall not exceed an estimated maximum of \$ **1,500.00.**

Architect requires a nonrefundable initial deposit of.....\$ **1,500.00** to begin work.

The remainder of the Design Fee will be billed monthly to the owner as the Architect makes progress through each phase. Fee for each phase is estimated on a maximum number of drafting hours and Principal Architect's hours based on Schedule 2, page 2. If the anticipated completion time for each phase exceeds the estimated maximum number of hours, due to circumstances beyond the control of each party, the Architect will notify the Owner and bill additional on an hourly basis per Fee Schedule 2.

Consultation	\$	350.00 (Courtesy)
Initial Deposit	\$	1,500.00
Phase 1: Program and As-Builts	\$	
Phase 2: Final Schematic Design	\$	
Phase 3: Design Development	\$	
Phase 4: Construction Documents	\$	
Phase 5: Plan Check Submission	\$	
		100% \$ 1,500.00

- A. Reimbursable Expenses shall include: Bond prints, Photo documentation, CAD Plots, freight, Fedex, and messenger services, parking and transportation @ \$.50 for each job travel mile, renderings and models, all legal fees and permits, long distance telephone calls and faxes, professional liability insurance dedicated exclusively to this project and are billed at cost plus a 15% add-on.
- B. Changes made by the Owner after Final Schematic Design Phase are billed hourly separate and apart from the contract sum per below fee schedule 2.
- C. The design fees do not include time spent for Planning Department issues, Plan check corrections and any City related paperwork which shall be billed hourly per below fee schedule 2.
- D. This design fee does not include outside required consultant work such as Structural, Mechanical, Electrical, Plumbing, Landscape, Civil, Surveying or Soil Engineers. If required, consultants will contract and bill the client directly. Studio D+R will coordinate the work and bill the owner separate and apart from the contract sum on an hourly basis per below fee schedule.
- E. In the event that the project schedule is expanded more than 120 days due to circumstances beyond the control of either party, the Architect reserves the right to renegotiate the professional fees with an addendum to this agreement.
- F. The Architect holds the copyright for the drawings. The Owner acknowledges that, and agrees not to submit any drawings to the City without the permission of the Architect.
- G. The Owner agrees not to write any checks payable to the Architect from fraudulent or closed bank accounts.

2. Hourly fee schedule for design changes after Owner approval of Final Schematic Design (Phase 2), additional unforeseen design time and/or requirements made by the City:

Principal Design Time.....	\$ 300.00 an hour
Project Architect / Job Captain.....	\$ 150.00 an hour
Drafting.....	\$ 75.00 an hour
Supervision.....	\$ 85.00 an hour
Meeting with City Officials.....	\$ 85.00 an hour
Travel Time.....	\$ 60.00 an hour
Building Department Visit	\$ 500.00 per visit

II SCHEDULE

1. It is understood by all parties that time is a critical component of this Agreement.
2. The Owner and the Architect agree that the Architect's work through the Schematic Design should be completed within a 120 calendar day period from the commencement date of the work excluding Planning meeting review presentations.
3. The Architect agrees to make every reasonable effort to meet this schedule.
4. It is understood by all parties that the work of others is beyond the immediate control of the Architect and may affect the timely completion of documents. The Architect cannot be held responsible for the timely completion of work by other consultants to the Owner nor for Planning and Zoning regulations and

procedures within the City of in submitting and acquiring the necessary agency approvals for the construction of the proposed building. It is understood that the Owner may engage an external expeditor for processing of documents with the required agencies. The Architect will provide support for this processing as needed but is not responsible for permit processing.

governing agencies. The Architect will aid the Owner in the submission and acquiring the necessary agency approvals for the construction of the proposed building. It is understood that the Owner may engage an external expeditor for processing of documents with the required agencies. The Architect will provide support for this processing as needed but is not responsible for permit processing.

5. The Architect reserves the right to photograph and publish the work in process and upon completion for professional purposes. Architect reserves the right to advertise on the construction site with a sign as the local jurisdiction permits.

III CONDITIONS

Limitation of Liability (LOL)

Client agrees to limit the liability of Studio D+R, its principals and employees to client and to all contractors and subcontractors on the project, for any claim or action arising in tort or contract, to the sum of \$25,000 or consultant's fee, whichever is greater. However, if consultant's fee exceeds \$250,000, liability to client and to all contractors and subcontractors shall not exceed \$250,000.

INDEMNIFICATION

Studio D+R shall indemnify, defend and hold Client harmless from any and all claims, liabilities, and causes of action to or death of any person or for damage to or destruction of tangible property, to the extent resulting from the negligent acts of Studio D+R its employees, subcontractors, agents or representatives.

Client shall indemnify, defend and hold Studio D+R harmless from any and all claims liabilities, and cause of action for injury to or for any damage to or destruction tangible property to the extent resulting from the negligent acts or omissions of any contractors, subcontractors, or consultants retained by or under the direction and control of the client.

INVOICES

Studio D+R will submit invoices as stated in the proposal, or twice a month. Fees are due upon presentation of invoice. A final invoice will be submitted prior to the submittal of the final plans. A service charge of 1.5% per month will be added to all accounts after 30 days.

INSURANCE

Studio D+R carries Hiscox Architects/Engineers Professional Liability Insurance in an amount not less than \$1,000,000. Evidence of the existence of the above-named insurance, on forms acceptable to the insurer, will be provided to the Owner upon request in writing.

DISPUTES

In the event of a dispute arises relating to the performance of the services provided under this Agreement, and should that dispute result in arbitration, it is agreed the prevailing party will be entitled to recover all costs incurred in connection with such dispute.

• Arbitration: Any controversy or claim arising out of or related to this Agreement, or the breach thereof, shall be decided by final, binding and confidential arbitration, in Los Angeles, California, in accordance with the construction industry rules of Judicial Arbitration and Mediation Services, Inc. (JAMS) then in effect. Demand for arbitration shall be made within a reasonable time after the dispute has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

• Arbitration Procedure: Disputes arising from this Agreement that are submitted to arbitration shall be heard by a single arbitrator who shall be an experienced construction attorney. Civil discovery, including the production of documents and depositions shall be permitted by either party. Other discovery may be permitted at the discretion of the arbitrator. Arbitration shall commence no later than thirty (30) days after the selection of the arbitrator, and shall continue on each consecutive business day, until conclusion. In rendering the award, the arbitrator shall follow the substantive and procedural laws of the state of California, without regard to the conflict of law rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

Studio D+R.

Notwithstanding anything to the contrary contained herein, either party shall have the right to bring an action in any court of competent jurisdiction to compel arbitration hereunder or to enforce an arbitration award.

SUBSTITUTIONS

Studio D+R shall have the authority to reject any substitution proposed by the Contractor, which is inconsistent with the design intent of the Construction Documents.

ORAL CONTRACTS

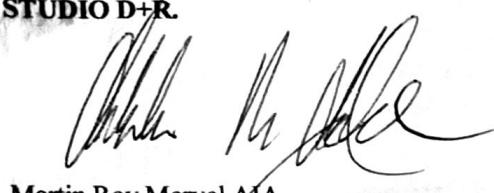
All contracts or agreements shall be in writing. There shall be no oral agreement or contracts. In the event any agreement or contract is in dispute, this contract shall supersede any other oral contract or agreement.

IV. TERMINATION CLAUSE

If this project is terminated prior to completion, the Architect will be paid all reimbursable expenses and accrued design fees for authorized work performed, which accrued design fees will be proportional to work completed up to the agreed date of termination. Either party may initiate termination upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination.

This offer is good for only 30 days. Please countersign this proposal and agreement where indicated below and return to Architect within 30 days. I appreciate and look forward to the opportunity of working together on this project with you.

Sincerely,
STUDIO D+R.



Martin Roy Mervel AIA

License 19398

Accepted

Client:

Erik Seidenglanz

& Elish Seidenglanz

Date

8/27/02

Please make checks out to 'Studio D plus R'

